Town of West Hartford, Connecticut Department of Financial Services Purchasing Services Division 50 South Main Street, West Hartford, CT 06107-2431

INVITATION TO BID

Bid No. 6222F	Opening Date September 7, 2011	Opening Time 2:00 PM	▼ Formal Bid	☐ Inforn	nal Bid TI	HIS IS <u>NOT</u> A	AN ORDER
prior to the bid envelope. All b	d opening at the time oid envelopes must inc	with your response of and date shown about the bid number, IS AND CONDITIONS A	ve. Bids must co time and opening of	ntain an original late. At the desi	al signature and gnated time, all	d must be subi I bids will be pu	mitted in a sealed ablicly opened and
Department:	Police	Division: Administr	ation Red	quired Delivery	Date '	Requisition I	No.:
Shipping Des	tination: 103 Raymo	nd Road West Hartfe	ord CT 06107				
		UNIT	PRICE	TOTAL			
Note: The T Best Value. service, and (1) supplier.	urnish firm fixed priched specifications of the control of the control of the criteria for Best product line propose.	the West Hartford Poces for Police Uniford Idea of Monday, August of reserves the right to Value includes but ed. It is the intent of sunable to supply and ed.	rms and Accessor ast 22, 2011 to award the profis not limited to positive town to award the town town to award the town town to award the town to award the town town tow	ories in accord ducts herein by price, customer rd all items to	y the one t	TAL \$	
requirements Bidders are enc Town's solicital hartford.com/To bid results will	and terms as specified ouraged to attend the Tovition. Bidders who would ownServices/TownDepart to the above particular to Town Of West Hartford	ice above listed materia herein at prices specific wh's bid opening at which like the results of the bid tments/FinancialServices procedure. The bidder agid to obtain third party cre	ed above. time the public is afform but are unable to atten (BidResults.htm a wee rees that by affixing t	orded an opportuning the bid opening, ik after the bid openheir signature to t	ty to record bid pr may check the To ning date. Biddo his request for bi	ices received in recown website, http: ers calling the Purds, the authorized	esponse to the //west- chasing Office for I signatory grants
Delivery Date	2	Shipment via	FE	IN #/Tax ID		Terms %	DAYS
Vendor Name	2	Address			City, State, Z	iip	
Telephone	Fax No	Authorized Signatur	re Pri	nted Name		Title	
NOTE:	Failure to affix	an authorized s	ignature to th	nis form wil	l result in r	ejection of	the bid.

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The Town of West Hartford and the West Hartford Police Department are seeking a supplier to furnish firm fixed prices for **Police Uniforms and Accessories** in accordance with these specifications.

The Town of West Hartford reserves the right to award the products herein by the Best Value. The criteria for "Best Value" include, but are not limited to price, customer service, and product line proposed. It is the intent of the Town to award all items to one (1) Supplier. Any Supplier, who is unable to supply all items and submits a bid in that manner, shall have its bid rejected.

I. GENERAL CONDITIONS AND REQUIREMENTS

The awarded supplier shall have a minimum of five (5) years experience in the police uniform trade. The uniform business shall be the suppliers' principal business. On the bid form each bidder shall state the manufacturer of the proposed garments/accessories and the names of other municipal police departments for which the manufacturer has provided uniforms or equipment. Where specific make/models are listed, equivalent products may be quoted.

INVENTORY

Each bidder shall submit a current inventory with the bid submittal, and the selected supplier shall maintain, on premises at all times, the following items:

- 3 each long sleeve shirts 16 X 33
- 3 each short sleeve shirts 16
- 2 pair winter trousers 36 waist, inseam to be left untailored
- 2 pair summer trousers 36 waist, inseam to be left untailored
- 3 each winter caps various common sizes
- 3 each summer caps various common sizes
- 3 each rain coats 42 regular

DELIVERY

Delivery of the above mentioned items shall be made to the Town of West Hartford within ten (10) days of order placement. All other items shall be delivered to the Town of West Hartford within twenty one (21) calendar days from the date of order placement. Failure to comply with this provision may result in cancellation of the awarded contract.

It shall be the suppliers responsibility to ensure that items ordered are delivered to (or at the Town's option, picked up by) a West Hartford Police Department <u>Clothing Officer</u>. The supplier shall contact headquarters prior to delivery to ensure the presence of a clothing officer when delivery is made. The supplier shall assume that delivery is required unless explicitly directed that specific items will be picked up by the Clothing Officer. Goods shall be labeled or tagged with the officer's name.

ALTERATIONS

All uniforms shall be stock, and altered to fit, and all personnel shall be measured at police headquarters in the following manner: coats - chest, sleeve, length of coat, waist, seat, back shoulder, and half back; pants - outside seams, inside seams, waist, seat and bottom width; caps - head size; shirts - neck and sleeve length.

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The awarded supplier shall submit a letter to the uniform alterer stating the name of each individual being provided clothing and the above-mentioned measurements. The alterer shall acknowledge on the letter that uniforms were altered using exact measurements provided by the awarded supplier.

The awarded supplier shall have immediate access to a tailor, and in the event that delivered clothing does not fit an officer satisfactorily, the supplier shall have the item altered to fit at no cost to the Town. Such alterations shall be performed within five days of notification.

BID SUBMISSION

The price bid shall be the unit price per item based upon the estimated quantities listed, delivered to the appropriate address, F.O.B. destination, inside delivery. The Town reserves the right to increase or decrease the quantities stated, in accordance with the unit prices bid. **Suppliers must quote all items**. **Incomplete bids shall be "rejected"**.

INVOICING

All items delivered shall be accompanied (at the same time as delivery of the item) by the supplier's numbered invoice, with one copy for the supervisor of Records Division, and a second copy for the clothing officer; supplier shall retain a copy. This invoice <u>shall</u> contain the same information provided to the supplier on the West Hartford Police Department order form:

- a. The West Hartford Police Dept. ORDER NUMBER
- b. The names of the officers for whom the item is intended
- c. The names of the items and quantity to each officer
- d. The unit and the total price of the item(s)
- e. The date of delivery

Any invoice and/or goods that do not conform to the above cannot be accepted by the clothing officers in this Department and payment cannot be authorized or made on that invoice.

BRAND NAMES

Reference to a particular brand name or manufacturer may be made within this specification. The reference does not specifically limit the supplier to a particular brand, model, or manufacturer, but communicates the type or style of clothing/accessory preferred. An approved equal will be considered. But the supplier must clearly identify and provide sufficient information regarding the alternate proposed in their bid. The Town of West Hartford will have exclusive judgment in determining whether the proposed clothing/accessory is equal. Consideration will be based on product quality or its suitability in the design.

INSPECTION/REJECTION OF ORDER

All uniforms shall be inspected by Town of West Hartford Police Department personnel and returned to the supplier if the uniforms are not in compliance with specifications. Non-compliance is cause for rejection of any outstanding contract.

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CONTRACT TERM AND PRICES

All prices are to remain in effect for the duration of the contract. Please quote one firm fixed price per item for all three years of the contract. A three year firm fixed price is requested for internal budgetary reasons. Please do not quote a firm fixed price for the first year with an escalation or de-escalation figure for the remaining years. The term of the contract pursuant to this solicitation shall be for the yearly periods 10/01/2011 - 6/30/2015, (Period II – 10/01/2011 - 6/30/2013; Period II - 10/01/2013 - 6/30/2014; Period III - 10/01/2014 - 6/30/2015). Any design changes/requirements that occur during the three (3) year period are subject to re-bid. If mutually agreed upon by the Town, WHPD, and the Supplier, the contract may be extended on an annual basis for up to two (2) additional years, for a possible contract term of 5 years.

TERMINATION

The Town may terminate the contract pursuant to this solicitation for any reason upon providing the Contractor with prior written notice.

II. POLICE DEPARTMENT CLOTHING REQUIREMENTS

1. SHORT SLEEVE SHIRTS

Material:

Blauer; 80% Polyester/20% Rayon, with 15% stretch.

Men's and Women's No. 8910.

Color:

Dark navy blue.

Style:

Convertible sports collar, five sewn in military creases, epaulets, scalloped flaps, pencil slot left with pleated hook & loop pockets closure. Velcro closures are required on pockets and

flaps, with badge eyelets and internal support strap. Shirt with extra-long shirt tails.

Badge holder:

Located over left breast.

Emblems:

The Town shall provide West Hartford emblems to be sewn on the right and left sleeves by

the awarded vendor. Additional Division or functional patches may be required as directed

by the Police Department.

Sergeant Stripes: Provided as needed by vendor and sewn on each sleeve.

(Alternate)

Blauer; 75 Polyester/25% Worsted wool blend.

Men's and Women's No. 8460.

2. LONG SLEEVE SHIRTS

Material:

Blauer; 80% Polyester/20% Rayon with 15% stretch.

Men's and Women's No. 8900.

Color:

Dark navy blue.

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Style:

Banded dress collar, five sewn in military creases, epaulets, scalloped flaps, pencil slot left with pleated hook & loop pockets closure. Velcro closures are required on pockets and flaps, with badge eyelets and internal support strap. Shirt with extra-long shirt tails.

Badge holder:

Located over left breast.

Emblems:

The Town shall provide West Hartford emblems to be sewn on the right and left sleeves by the awarded vendor. Additional Division or functional patches may be required as directed by the Palice Department.

by the Police Department.

Sergeant Stripes: Provided as needed by vendor and sewn on each sleeve.

(Alternate)

Blauer; 75% Polyester/25% Worsted wool blend.

Men's and Women's No. 8450.

3. DUTY TROUSERS

Material:

Blauer; 65% Polyester/35% Rayon with 8% stretch.

Men's No. 8980 and Women's 8980W.

Color:

Dark navy blue.

Style:

Durable stretch fabric, relaxed fit, with durable stretch waistband construction and 2 bead silicone shirt grip and double hook & eyes and split-seam & extra-strength tandem-needle seat seam. Front quarter pocket styling, pleated double thigh pockets with Scotchlite dtriping under pocket flaps and hidden cell phone pocket and equipment tunnels. Two hip pockets with button tabs. Split-seam tailored.

(Alternate)

Blauer, 75% Polyester/25% Worsted wool blend.

Men's No. 8510 and Women's No. 8510W.

4. DRESS TROUSERS

Material:

Blauer 7 pocket trousers, Worsted 14.5 oz. serge weave, washable 75% Polyester/25% wool

blend with 10% stretch.

Men's No. 8561P7 and Women's No. 8561P7W.

Color:

Dark navy blue.

Style:

Stretch waistband construction with 2 bead silicone shirt grip and double hook and eyes. Onseam straight front pocket style, 2 hip pockets with button tabs; 2 rear billy pockets; 1 drop watch pocket. Split-seam tailored & extra-strength tandem-needle seat seam construction and

thigh let-outs.

Length:

Trousers to be hemmed above the heal, 7/8" shorter in front than in back providing for a 1/8" break at the shoe front.

(Alternate)

Blauer 7 pocket trousers, 55% Polyester/45% Worstered wool blend.

Men's No. 8510 and Women's No. 8510W.

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5. CLASS A BLOUSE COAT

Material:

Newport Harbor 32", hip length, single breasted, 55% Polyester/45% Wool.

Men's No. 210BL and Female No. 710BL. Department patches on both sleeve and no rank insignia. Chief and Assistant Chief's will have blue braiding on sleeves as designated by Police Department. Silver "P" buttons for Officer, gold "P" buttons for Detectives and

above).

(While this coat is in production, no alternate will be accepted).

Badge holder: Located over left breast.

6. PATROL TACTICAL DUTY UNIFORM LONG SLEEVE SHIRTS

Material:

5.11 Tactical TDU, Ripstop fabric, 65% Polyester/35% Cotton.

Men's and Women's No. 72002.

Color:

5.11 Tactical blue.

Style:

Tactical model containing bi-swing shoulders, with sewn epaulets, name tapes and Department Patches on both sleeves. Division patches as directed by the Police Department. Silver embroidered name tapes and badges for Officers; gold embroidered name tapes and badges for Detectives and above. Two chest pockets with hidden pockets below on each side, secured with velcro closures. Triple stitched and bartacked in all stress areas, with included neoprene elbow pads located in the double layered elbow pocket. Elbows are also double

reinforced Shirt utilizes crack and heat resistant melamine buttons.

(No alternate outside of the 5.11 tactical product line will be accepted).

Emblems:

The Town shall provide West Hartford emblems to be sewn on the right and left sleeves by the awarded vendor. Additional Division or functional patches may be required as directed

by the Police Department.

Sergeant Stripes: Provided as needed by vendor and sewn on each sleeve.

7. PATROL TACTICAL DUTY UNIFORM SHORT SLEEVE SHIRTS

Material:

5.11 Tactical TDU, Ripstop fabric, 65% Polyester/35% Cotton.

Men's and Women's No. 72001.

Color:

5.11 Tactical blue.

Style:

Tactical model containing bi-swing shoulders, with sewn epaulets, name tapes and

Department Patches on both sleeves. Division patches as directed by the Police Department. Silver embroidered name tapes and badges for Officers; gold embroidered name tapes and badges for Detectives and above. Two chest pockets with hidden pockets below on each side,

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secured with velcro closures. Triple stitched and bartacked in all stress areas. Shirt utilizes crack and heat resistant melamine buttons.

(No alternate outside of the 5.11 tactical product line will be accepted).

Emblems: The Town shall provide West Hartford emblems to be sewn on the right and left sleeves by

the awarded vendor. Additional Division or functional patches may be required as directed

by the Police Department.

Sergeant Stripes: Provided as needed by vendor and sewn on each sleeve.

8. PATROL TACTICAL DUTY UNIFORM - TROUSERS

Material: 5.11 Tactical TDU, Ripstop fabric, 65% Polyester/35% Cotton.

Men's and Women's No. 72003.

Color: 5.11 Tactical blue.

Style: Tactical model with self-adjusting waistband, two font and two rear pockets, and side cargo

pockets with added inside pocket containing a divider. Triple stitched and bartacked in all stress areas with included neoprene kneepads located in double layered knee pocket. Also

included are blousing straps.

(No alternate outside of the 5.11 tactical products will be accepted).

9. KHAKI SHORT SLEEVE SHIRT

Dickie Model #1575. 65% polyester/35% cotton. With Department patches on both sleeves.

10. KHAKI LONG SLEEVE SHIRT

Dickie Model 575A. 65% polyester/35% cotton. With Department patches on both sleeves.

11. KHAKI PANTS

Dickie Model #874. 65% polyester/35% cotton.

12. ERC (EMERGENCY REPORTING CENTER) PANTS

Material: Blauer, 12oz. linear twill weave, 100% polyester, with 10% stretch.

Men's and Woman's No. 8650.

Color: Dark navy blue.

Style: Stretch waistband construction with 2 bead silicone shirt grip and double hooks. Front

quarter pocket styling; 2 hip pockets; split-seam tailor construction with thigh let-outs.

(Alternate) Blauer, 100% polyester elastique, with 10% stretch.

Men's No 8652P6 and Women's No. 8652P6W.

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13. ERC (EMERGENCY REPORTING CENTER) SWEATERS

Manufacturer: San Francisco Knitting Mills. Model #5600. Navy blue v-neck, button down cardigan; 100%

acrylic.

14. WINTER JACKET

Material:

Blauer No. 9860Z: 33" Long, 3-in-1 Parka System with B.DRY Fabric.

Style:

Durable Taslan nylon outer shell fabric; B.DRY waterproof, windproof, breathable fabric lining. Seams sealed with thermal tape. Drop shoulder design, with flapped double entry lower pockets with snap closures and upper hanging pockets with flaps and snap closures. Side zippers with snap tab closures; zip-out featherweight hood and standard SCOTCHLITE deployed from underside of cuffs and under collar. Standard with zip out B.WARM insulated fleece liner (RN#78845). Silver "P" buttons for officers; gold "P" buttons for Detectives and above. Name tapes and Department Patches on both sleeves. Division patches as directed by the Police Department. Silver embroidered name tapes and badges for Officers; gold

embroidered name tapes and badges for Detectives and above.

Color:

Dark navy blue.

Emblems:

The Town shall provide West Hartford emblems to be sewn on the right and left sleeves by the awarded vendor. Additional Division or functional patches may be required as directed

by the Police Department.

Sergeant Stripes: Provided as needed by vendor and sewn on each sleeve.

15. SPRING JACKET

Material:

Blauer No. TNT 6001, 26" Long, Reversible Bomber Jacket with B.DRY Fabric.

Style:

Taslan nylon outer shell fabric; B.DRY waterproof, windproof, breathable fabric lining. ANSI/ISEA 107 – 2004 Class II Certified high visibility yellow polyester reverse. Drop shoulder design, with seams sealed with thermal tape. 2" SCOTCHLITE around chest and sleeves on hi-vis side. Flapped double-entry lower pockets with uniform buttons (silver for Officers; gold for Detectives and above); 10" side zippers with snap-tab closures; pit zippers for access to shell; 2-piece sleeves; Military style epaulets with uniform buttons, and microphone tabs on left and right side on hi-vis side only. Silver "P" buttons for officers; gold "P" buttons for Detectives and above. Name tapes and Department Patches on both

sleeves. Division patches as directed by the Police Department. Silver embroidered name tapes and badges for Officers; gold embroidered name tapes and badges for Detectives and

above.

Color:

Dark navy blue, reversing to high visibility yellow.

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Emblems:

The Town shall provide West Hartford emblems to be sewn on the right and left sleeves on

both sides of jacket by the awarded vendor. Additional Division or functional patches may be

required as directed by the Police Department.

Sergeant Stripes: Provided as needed by vendor and sewn on each sleeve.

16. TIES

Style:

Blauer 8300 polyester clip-on.

Color

Dark navy blue.

(Alternate)

Broome 455.

17. SUMMER 8 POINT CAPS

Material:

Keystone, 100% nylon of open basket weave

Style:

8 Point police.

Color:

Dark navy blue.

Visor:

Vinyl - regulation police type.

Sweat band:

Vinyl – perforated.

Badge holes:

3/8" above top of lower bank in center of top quarter.

Lower band:

Open cane band, enameled midnight blue with bottom of outside band to have an edge of blue

serge cloth, fully hemmed, bound and stitched. Edge to be ½" in width.

Chin strap:

Black patent leather double adjustable strap, held in place at each end with 24 ligne first

quality flat, gilt "P" button. (Silver buttons for Officers, gold for Detectives and above).

18. WINTER 8 POINT CAPS

Material:

Keystone, navy blue serge.

Style:

8 Point police

Color:

Dark navy blue.

Visor:

Vinyl - regulation police type.

Sweat band:

Vinyl – perforated.

Badge holes:

3/8" above top of lower bank in center of top quarter.

Lower band:

Edge of blue serge cloth, fully hemmed, bound and stitched.

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Chin strap:

Black patent leather double adjustable strap, held in place at each end with 24 ligne first quality flat, gilt "P" button. (Silver buttons for Officers, gold for Detectives and above).

19. RAINCOAT

Material:

Blauer No. 733, 49" Long, reversible, waterproof, windproof with B.DRY breathable

laminate.

Style:

Fully reversible, ANSI/ISEA 107 – 2004 Class II Certified high visibility fluorescent polyester with 2" SCOTCHLITE reflective trim around chest, sleeves, and cuffs on hi-vis side. Sport collar zips to top with snap front closure and double storm fly front with reversible delrin zipper. Drop shoulder construction, seams sealed with thermal tape, 10" gothrough slash pockets with welts and quick dry taffeta pockets. Badge tabs on both sides on

left chest & microphone tabs on left and right of both sides.

20. REVERSABLE HAT (RAIN) COVER

Material:

Blauer No. 107, Waterproof Tech-lite urethane-coated 200-denier nylon oxford fabric.

Style:

Reversible to high visibility yellow with elasticized edge.

21. NAME TAGS

Blackinton, No. J1 (2 ½" X ½"), polished silver or gold with blue lettering and clutch type fasteners.

22. TIE CLASP

Blackinton, No. A367 (AC10114), full color, gold or silver with alligator clip. Blue enameled letters to read WEST HARTFORD (CT state seal with blue enamel rim in center) POLICE.

23. CHIN STRAP

Keystone, KEYSLG (gold) Lace Double Strap adjustable fabric in "shiny" gold. Chin straps for Sergeants and above.

24. KNIT WATCH CAPS

Material:

Blauer, No. 125XCR, 58% polyester/21% worsted wool/21% low pill acrylic.

Style:

Traditional U.S. Navy watch cap style with fleece liner; windproof, ultra-breathable

WINDSTOPPER lining.

25. COLLAR EMBLEMS (Small)

Smith & Warren rank insignia, polished gold with clutch back.

Sergeant (one size 7/8" wide); W27 (50-2005-000).

Lieutenant; (.75" high); W12 (#002) (50-2050-000).

Captain; (075" high); W13 (#002) (50-2051-000).

Assistant Chief (2 Stars 5/8"); W69 (#012) (50-2071-000).

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Chief (3 Stars 5/8"); (#013) (50-2071-000).

26. COLLAR EMBLEMS (Large)

Smith & Warren rank insignia, polished gold with clutch back.

Sergeant (one size 7/8" wide); W27 (50-2005-000).

Lieutenant; (1" high); W17; (#004) (20-2050-000).

Captain; (1" high); W18; (#004) (50-5051-000).

Assistant Chief (2 Stars 13/16"); W72 (#022) (50-2071-000).

Chief (3 Stars 13/16"); (#023) (50-2071-000).

27. WHPD COLLAR EMBLEMS (LARGE)

Blackinton Collar emblems (1/2") reading "W.H.P.D."; No. BKSTYLE5G-4.

28. OFFICER SWEATERS

Material:

Blauer 210: High-performance 70/30 pill control blend yarn of low pill acrylic fiber and long-

staple wool.

Style:

V-neck, commando style 2 X 2 rib knit sweater with color-matched fabric shoulder and elbow patches with epaulets. Sewn name tapes and Department Patches on both sleeves. Division patches as directed by the Police Department. Silver embroidered name tapes and badges for

Officers; gold embroidered name tapes and badges for Detectives and above.

Color:

Dark navy blue.

Emblems:

The Town shall provide West Hartford emblems to be sewn on the right and left sleeves by the awarded vendor. Additional Division or functional patches may be required as directed

by the Police Department.

Sergeant Stripes: Provided as needed by vendor and sewn on each sleeve.

29. SINGLE HANDCUFF CASE

Bianchi 7300S, AccuMold, ballistic nylon, covered single handcuff case with hidden snap.

30. DOUBLE HANDCUFF CASE

Bianchi 7317S, AccuMold, ballistic nylon, covered double handcuff case with hidden snap.

31. SINGLE HANDCUFF CASE FOR CLASS A UNIFORM

Safariland #90-2HS, plain black leather finish, 2-1/4" single top covered flap with hidden snap.

32. PATROL DUTY GUN BELT

Bianchi AccuMold 7200 duty belt (2-1/4" width), constructed of ballistic nylon, an internal polymer core with two layers of closed cell foam laminate to combine with a nylon loop liner and ballistic exterior. Five part laminate construction, ballistic weave fabric and nylon loop lining and a high density internal polymer stiffener with heavy duty polymer Tri-Release buckle.

33. CLASS A GUN BELT

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Safariland 87-36-6 plain black leather (2-1/4") suede lined, four stitched duty belt. Constructed with a double-tongued buckle and center belt stud. Silver buckle for Officers & gold buckle for Detectives and above.

34. HANDCUFFS

Peerless Model 801 hinged handcuffs. Nickel finish steel construction, with spun rivets, machined edges and single strand action. Needs ability to fold flat. Minimum opening 2.2 inches/Minimum inside perimeter 6.4 inches/Maximum inside perimeter 9.1 inches/Maximum overall length 8.5 inches.

35. DUTY BELT KEEPERS (Nylon)

Bianchi AccuMold Duty Belt Keepers #6406 (set of 4). Constructed to fit duty belts of 2-1/4" widths, with a snap closure.

36. DUTY BELT KEEPERS (Molded)

Uncle Mikes Belt Keepers #8865-4, (set of 4) constructed of molded polymer able to fit duty belts of 2-1/4" widths with snap closures.

37. HOLSTER - UNIFORM

Safariland 6360-2832 Molded Level III ALS Retention holster with Hood Guard in STX Tactical finish and can accommodate a tactical lighting system.

38. HOLSTER – CLASS A

Safariland 2005-83-1610BL for Glock 19. Constructed of plain black leather finish to accommodate a 2-1/4" belt is a Level I Retention holster with a 1.50" drop and a one-way directional snap.

39. HOLSTER- PLAINCLOTHES

Safariland 6351-283 for Glock 19. Molded ALS Retention holster in STX Tactical finish with an optional molded paddle feature.

40. HOLSTER PADDLE

Safariland 568BL-1-12 optional molded paddle for Safariland 6351 series holster, black, lined in right or left hand.

41. AMMO POUCHES - UNIFORM

Bianchi AccuMold 7302, Dual Magazine pouch for Glock 19. Constructed of AccuMold trilaminate with ballistic weave exterior and Coptex lining and hidden snaps. Injection molded belt loop fits 2-1/4" belt widths and offers vertical or horizontal carry.

42. AMMO POUCHES – CLASS A

Safariland 77-283-2HS Double Magazine Pouch is constructed of a plain black leather finish with hidden snaps. Can accommodate a belt widths of 2-1/4".

43. AMMO POUCHES - PLAINCLOTHES

Safariland 73-83-2 Double magazine pouch is designed to carry two magazines and can accommodate a belt up to 2-1/4." Constructed of SAFARILAMINATE with plain leather finish. (Alternate: STX Tactical finish at Police Department choice).

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44. OC SPRAY POUCH

Bianchi AccuMold 18205 OC/Mace Spray Pouch. Trilaminate construction (black) with ballistic weave exterior and Coptex lining. Full flap with RollTop and hidden snap has a dual web belt loop design that can accommodate a 2-1/4" belt. Can accommodate MKIII and similar.

45. OC SPRAY

Sabre Red 52H2010, Level III formulation which delivers 2,000,000 Scoville Heat Units and is EID compatible (electronic immobilization device). Stream spray in a MKIII, 1.8 oz. size.

46. BATON - UNIFORM

Manadnock, Autolock No. 9152. Three stage, 22" steel baton with hardened shafts, a reinforced textured hard rubber safety tip, foam grip handle and black gun finish. Cam and ball bearing locking action with recessed push-button in end cap. Tensile strength of 240,000 -290,000 pounds-per-square inch.

47. BATON HOLDER

Monadnock Autolock Front-Draw Swivel Holder, No. 3034, Polycarbonate plain black construction, rotates into eight locking positions. Can accommodate 22" and 26: batons.

48. SAFETY VEST

Blauer 339 Safety Breakaway vest. Constructed of high visibility yellow polyester mesh background fabric with hi-contrast SCOTCHLITE stripes and is ANSI/ISEA 207-2006 certified. Adjustable hook and loop side openings, (velcro closures); microphone tabs on both sides. 21" long. Screened "POLICE" on front and back.

49. SWAT CAMOUFLAGE UTILITY SHIRT - LONG

Tru-Spec MultiCam TRU shirt, No. 1298. Material is 65% polyester/35% cotton ripstop fabric. Bi-swing back, mandarin collar, reinforced internal elbow pockets and slanted chest pockets. Hook & loop faced shoulder pockets; 3 pieces of hook & loop for name tapes.

(No alternates will be accepted for this item).

50. SWAT CAMOUFLAGE UTILITY TROUSERS

Tru-Spec MultiCam TRU Trousers, No. 1299. Material is 65% polyester/35% cotton ripstop fabric. Drawstring waist with 1" wide belt loops with 2-1/4" openings, 2 extra deep front pockets with reinforced openings, reinforced knees with hook & loop access and a reinforced seat. Easy access slanted cargo pockets with a hidden 5"x 5" pocket, and hook & loop pocket flap closures. Two bellowed lower leg pockets and "stay tied" drawstring leg ties.

(No alternates will be accepted for this item).

51. TACTICAL BALACLAVA

Black Hawk Balaclava Lightweight with Nomex, No. 3330050D. Constructed of 3 oz. DuPont NOMEX fabric. Flat-seam stitching on the inside, flame/flash resistant; length 18".

52. HONOR GUARD HAT

Keystone No. R13PD, Blue serge with sides pinned down. Hats will be supplied with a polished silver expansion strap for Officers and polished gold expansion strop for Detectives and above.

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53. HONOR GUARD SHOES

Thorogood Side Zip, 8 inch Jump Boot, No. 834-6888. Constructed of black oil tanned leather and black smooth high shine leather toe cap and heel couner. Lining is of Dri-Lex Aero-Spacer and the insole is of two density polyurethane removable insert/special EVA cushion flex. Boot also has a heavy duty YKK side zipper with velcro closure.

54. HONOR GUARD DOUBLE MAGAZINE POUCH

Jay-Pee Double Magazine Pouch, No. NYCC. Constructed of black leather Clarino finish with single external snaps; silver snaps for Officers, gold snaps for Detectives and above. Can accommodate belt widths of 2-1/4".

55. HONOR GUARD SINGLE HANDCUFF CASE

Jay-Pee Single Handcuff Case, No. 407C. Constructed of a black leather Clarino finish, 2-1/4" single top covered flap with external snap; silver snap for Officers, gold snap for Detectives and above. Can accommodate belt widths of 2-1/4".

56. HONOR GUARD SAM BROWNE BELT

Jay-Pee Sam Browne belt, No. 400A. Constructed of a black leather Clarino finish (2-1/4") suede lined, four stitched duty belt. Constructed with a double-tongued buckle and center belt stud. Silver buckle for Officers & gold buckle for Detectives and above.

57. HONOR GUARD HOLSTER

Safariland 2005-83-1610B1 for Glock 19. Constructed of a black leather Clarino finish to accommodate a 2-1/4" belt, is a Level I Retention holster with a 1.50" drop and a one-way directional snap.

58. HONOR GUARD COLLAR INSIGNIAS

Smith and Warren, No. C127E. Depicts State of Connecticut Seal with and enamel rim. Silver for Officers, gold for Detectives and above.

59. HONOR GUARD NAME PLATE

Blackinton, No. A2388, (2 ½" X ½"), polished silver or gold with black lettering and clutch type fasteners, capable of accommodating an Honor Guard drop plate.

60. HONOR GUARD DROP PLATE

Blackington, No. B2157, polished silver or gold with black lettering to read, "Honor Guard."

61. HONOR GUARD GLOVES

White cotton glove, full-fashioned with 3-row stitching on back of hand and textured palms/fingers, with a minimum wrist length of 9".

62. HONOR GUARD SHOULDER CROSS STRAP WITH D-RINGS

Jay-Pee, No. 1435C- D-Rings No. S4428C. Constructed of a black leather Clarino finish, 1-1/4" removable shoulder strap with double snap D-rings. Strap can be adjusted with attached buckle. D-ring fasteners can accommodate a belt of 2-1/4".

63. BICYCLE SHORTS

Monday, August 22, 2011 BID #6222

Olympic Uniforms, No. OHS147. Constructed of windproof and water resistant DWR Supplex. Shorts contain an elastic back and drawstring waist, four velcro belt keepers, two back single welt zipper pockets, two zipper closing hip cargo pockets. Chamois padded lining with a 6-1/2" inseam. Color: Dark navy blue.

64. BICYCLE PANTS

Olympic Uniforms Zip-Off Leg cycling pants, No. ZLP596. Constructed of windproof and water resistant DWR Supplex with side cargo pockets and leg zip0pers are concealed between two fabric layers. Short inseam is 6-1/2". Chamois padded lining. Color: Black.

65. REFLECTIVE BICYCLE SHIRT

Olympic Uniforms, No. CMA252. Constructed of 72% coolmax polyester/28% polyester, convertible sport collar, double pocket, zipper font with velcro name tag and sewn military creases. Reflective while screen on back "POLICE." With Department patches on both sleeves and badge patch added. Silver embroidered name tapes and badges for Officers, gold embroidered name tapes and badges for Sergeants and above. Color: Royal blue.

66. REFLECTIVE BICYCLE JACKET

Olympic Uniforms Cycling Vest with Zip-Off Bolero, No. OOP567. One piece waterproof jacket; Royal Blue top/Navy Blue bottom. CoolMax lining, caped front, storm fly behind the front zipper, and inside cummerbund-style elastic storm belt. 3M SCOTCHLIGHT reflective tape on chest, back cape, around elastic waistband, as well as SCOTCHLIGHT reflective piping from shoulders to cuffs on front and back of both sleeves. Thinsulate liner. Hook & loop (velcro) for name tag. Screened "WEST HARTFORD POLICE" on back, and "POLICE" on right front. Department patches applied to both sleeves, badge patches, and velcro name tape. Silver embroidered name tapes and badges for Officers, gold embroidered name tapes and badges for Sergeants and above.

67. MOTORCYCLE PANTS

Hope Uniform Motorcycle Breeches, No. 550B. Construced with 100% polyester elastique. One regular watch pocket, two western-type front pockets, two hip pockets with flaps, two lower billy pockets, full seat patch and full knee patches, zippered bottoms and brass zippered front fly. Color: Dark navy blue.

68. SHOULDER PATCHES (POLICE, K9, SWAT SCUBA, ERC, TRAFFIC, MOTORCYCLE)

Patches are to be of the highest quality, fully embroidered with premium backing for stability and durability. Vendor to provide sample of patch for approval by Patrol Captain and Patrol Sergeant (Quartermaster).

69. NAME TAPES

Name tapes will be sewn above the right breast pocket, utilizing silver embroidery for Officers and gold embroidery for Detectives and above. Lettering will be ½" in height. Fabric backing will be as close as practical to dark navy uniform color.

TOTAL 3 YEAR PRICE	8	89	\$	₩.	₩.
TOTAL ANNUAL PRICE	8	9	\$	€5	\$
UNIT PRICE	\$	€	8	4	4
PROPOSED MANUFACTURER- MODEL	As specified	As specified	As specified	As specified	As specified
RECOMMENDED MANUFACTURER	Blauer Poly Rayon #8910 Police blue with Department patches on both sleeves.	Blauer Poly Rayon #8900 Police blue with Department patches on both sleeves.	Blauer Poly Rayon cargo pocket, Item #8980 & 8980W. Police blue.	Blauer Classic 7 pocket trousers, 65% poly/ 35% rayon. (can use wool) Men's # 8561P7 Women's #8561P7W	Newport harbor 32", hip length single breasted. (male #210BL/female #710BL) 55% poly/45% wool. Department patches on both sleeves.
EST PER YEAR	250	250	300	50	12
DESCRIPTION	Short Sleeve Shirt	Long Sleeve Shirt	Duty Trousers	Dress Trousers	Class A Blouse Coat
ITEM	1	7	က	4	ν.

€9	€5	8	€	\$	89	∞
\$	€	69	4	\$	\$	\$
\$	€	<i>₩</i>	€	\$	₩.	8
As specified	As specified	As specified	As specified	As specified	As specified	As specified
5.11 Tactical Model 72002 ripstop fabric 65% poly/35% cotton – Blue – w/sewn epaulets, name tapes & Department patches both sleeves.	5.11 Tactical Model 71001 ripstop fabric 65% poly/35% cotton – Blue – w/sewn epaulets, name tapes & Department patches both sleeves.	5.11 Tactical Model 74003 ripstop fabric 65% poly/35% cotton – Blue.	Dickies #1575 With Department patches on both sleeves.	Dickies #575A With Department patches on both sleeves.	Dickies #874	Blauer (100% poly) #8650
20	20	20	12	12	12	24
Patrol Tactical Duty Uniform – Shirt/Long	Patrol Tactical Duty Uniform – Shirt/Short	Patrol Tactical Duty Uniform – Trousers	Khaki Short Sleeve Shirt	Khaki Long Sleeve Shirt	Khaki Pants	ERC Pants
9	7	∞	6	10	=	12

\$	↔	€	\$	\$	\$	\$	\$
89	↔	₩	\$	\$	8	↔	\$
\$	€	₩	\$	₩	· · · · · · · · · · · · · · · · · · ·	\$	\$
As specified	As specified	As specified	As specified	As specified	As specified	As specified	As specified
San Francisco Knitting Mills #5600	Blauer #9860Z – Dark Navy. With Department patches both sleeves, badge patch & name tape. Can quote: 5.11 #48001 Dark Navy, 3-in-1 parka, patched as specified above.	Blauer T.N.T. 6001 (blue/yellow) With Department patches both sleeves & badge patch both sides; name tape blue side only.	Blauer 8300 or Broome 455 B.O. Navy blue, poly clip-on.	Keystone	Keystone	Black/yellow)	Blauer 107 (Black/yellow)
12	15	50	125	20	20	20	30
ERC Sweaters	Winter Jacket (Long)	Reversible Spring Jacket	Ties	Summer 8 Point	Winter 8 Point	Rain Coats (Long)	Rain Cap Covers
13	14	15	16	17	18	19	20

8	₩.	₩.	\$		\$	₩	\$	€	\$
\$	₩	\$	\$		₩	₩	₩	€9	\$
\$	€	€	\$		\$	\$	\$	↔	8
As specified	As specified	As specified	As specified	As specified					
Blackinton #J1, Gold or Silver	Blackinton #A367 (AC10114) – Full color. Gold or Silver.	Keystone lace, double strap. Gold #KEYSLG.	Windstopper #125XCR, Navy blue.	Smith & Warren rank insignia, polished gold with clutch back.	Sergeant (one size 7/8" wide); W27 (50-2005-000)	Lieutenant; (.75" high); W12 (#002) (50-2050-000)	Captain; (.75" high); W13 (#002) (50-2051-000)	Assistant Chief (2 Stars 5/8"); W69 (#012) (50-2071-000)	Chief (3 Stars 5/8"); (#013) (50-2071-000).
125	40	15	20	30		Auditor d			
Name Tags	Tie Clips	Chin (hat) straps Braided	Knit Watch Cap	Collar Emblem (small)					
21	22	23	24	25					

	€	₩	\$	\$	8		€5	₩	8	€5
	\$	\$	\$	\$	\$		\$	₩.	€	59
	♦	€	\$	\$	\$		₩	₩	\$	€5
As specified							As specified	As specified	As specified	As specified
Sith & Warren rank insignia, polished gold with clutch back.	Sergeant (one size 7/8" wide); W27 (50-2005-000)	Lieutenant (1" high); W17; (#004) (20-2050-000).	Captain (1" high); W18; (#004) (50-5051-000).	Assistant Chief (2 Stars 13/16"); W72 (#022) (50-2071-000)	Chief (3 Stars 13/16"); (#023) (50-2071-000)	Blackinton (silver or gold)	(W.H.P.D.) (1/2") #BKSTYLE5G-4	Blauer 210 V-Neck. With Department patches both sleeves, badge patch & name tape.	Bianchi 7300S	Bianchi 7317S
30						10		30	10	20
Collar Emblem (large)						WHPD Collar Emblems		Officer Sweaters	Handcuff Case (single)	Handcuff Case (double)
26						27		28	29	30

↔	₩	€	8	€9	8	€	€	₩	∨
€	€	₩.	8	\$	₩.	€	€5	↔	€
€9	€	₩	8	\$	₩.	€	₩	\$	\$
As specified	As specified	As specified	As specified	As specified	As specified	As specified	As specified	As specified	As specified
Safariland 2-1/4, single top flap 90-2HS (plain finish)	Bianchi 7200 Duty Belt with tri- release buckle.	Safariland, 87-36-6 Suede lined (plain finish)	Peerless Hinged #801	Bianchi #6406 (nylon)	Uncle Mikes #8865-4, 2-1/4" molded.	Safariland 6360-2832 Molded – tac light compatible.	Safariland 2005-83-1610BL for Glock 19, 2-1/4 in, 1.50 drop, level I (plain finish)	Safariland, model 6351 -283 for Glock 19	Safariland, model #568BL-1-12, black lined, right or left hand.
9	20	9	20	20	20	15	9	10	10
Handcuff Case – Class A	Gunbelt-Duty-Web	Gunbelt – Class A	Handcuffs	Duty Belt Keepers (set of 4)	Duty Belt Keepers (set of 4)	Holster-Uniform	Holster-Class A	Holster – Plainclothes	Holster Paddle
31	32	33	34	35	36	37	38	39	40

69	8	8	8	8	8	89	5	\$
€9	\$	€	₩	₩	₩	₩	€	89
	\$	€	\$	₩	\$	₩	₩	*
As specified	As specified	As specified	As specified	As specified	As specified	As specified	As specified	As specified
Bianchi #7302, dual magazine pouch for Glock 19	Safariland for Glock 19 #77-283-2HS (plain finish)	Safariland #73-83-2, leather for Glock 19	Bianchi Accumold, small, fits 2"-2 ¼" belt loop, MKIII & similar, Black with hidden snap, #18205	Sabre Red, 2,000,000 Scoville Heat Units, Stream Spray, 1.8oz, Item #52H2010.	Manadnock, Autolock #9152	Manadnock, Autolock #3034	Blauer #339 with "POLICE" screeded on front & back.	Truspec TDU #1298 in Multicam.
15	9	10	10	10	12	12	40	9
Ammo Pouches – Uniform	Ammo Pouches – Class A	Ammo Pouches – Plainclothes	OC Spray Pouch	OC Spray	Baton – Uniform	Baton Holder	Safety Vest	SWAT Camouflage Utility Shirt – long
41	42	43	44	45	46	47	48	49

7770#		
#EX		

8	₩.	€9	€9	89	8	89	₩.
\$	₩	₩	₩	₩	\$	₩	₩
89	₩.	€9	₩	₩	8	φ.	€.
As specified	As specified	As specified	As specified	As specified	As specified	As specified	As specified
Truspec TDU #1299 in Multicam.	Blackhawk with NOMEX 18" length #3330050D in Olive Drab.	Key Stone #R13PD – Blue serge with sides pinned - with expandable silver or gold chin strap	Thorogood 8 inch Jump Boot Side Zip 834-6888	JayPee - NYCC (clarino finish)	JayPee - #407C (clarino finish)	JayPee #400A, suede lined. (clarino finish)	Safariland 2005-83-1610Bl for Glock 19, 2-1/4 in, 1.50 drop, level I (clarino finish)
9	9	9	9	9	9	9	8
SWAT Camouflage Utility Trousers	Tactical Balaclava	Honor Guard Hat	Honor Guard Shoes	Honor Guard Double mag pouch	Honor Guard Single cuff case	Honor Guard Gun Belt	Honor Guard Holster
50	51	52	53	54	55	56	57

\$	8	₩	8	₩	8	8
₩	₩	€	€	₩	₩	8
€	8	es	₩.	9	₩	\$
As specified	As specified	As specified	As specified	As specified	As specified	As specified
Smith & Warren State of CT C127E Enamel Rim – silver or gold	Blackinton #A2388 (gold or silver).	Blackinton #B2157 ("Honor Guard") (gold or silver).	White with textured palms	JayPee #1435C – D Rings #S4428C (clarino finish)	J. Marcel, Hollywood, Olympic Uniform with chamois lining, #OHS147	Olympic Uniforms, zip-off leg cycling pants, Supplex, black, #ZLP596
8	9	9	24	m	3	3
Honor Guard Collar Insignias	Honor Guard Name Plate (with drop plate - see next)	Honor Guard Drop Plate	Honor Guard Gloves	Honor Guard Cross Strap with "D" Rings	Bicycle Shorts	Bicycle Pants
58	59	09	61	79	63	64

€	<i>€</i> 5	₩.	€
89	89	\$	€
€	8	\$	€7
As specified	As specified	As specified	As specified
Olympic Uniforms #CMA252, 72% coolmax polyester/28% polyester, double pocket, zipper front with Velcro name tag and sewn creases. With Department patches both sleeves & badge patch. "POLICE" screened on back.	Olympic Uniforms vest with zipoff Bolero #OOP567. Water proof. Royal blue top/Navy blue bottom. Screened "West Hartford Police" on back, "POLICE" right front. With Department patches both sleeves, badge patch. & Velcro name tag.	Hope Uniform #550B in Dark Navy blue	Police, K9, SWAT, SCUBA, Motor Unit, Traffic – 2750 total ERC – 250 total (fully embroidered with premium backing for stability & durability)
8	e	2	3000
Reflective Bicycle Shirt	Reflective Bicycle Jacket	Motorcycle Pants	Shoulder Patches (Police, K9, SWAT, & ERC)
65	99	67	89

	49
	₩
	€
	As specified
Silver or Gold embroidered as specified. 1/2" lettering. (K-9) Will read "K-9 UNIT" on top row with Officer name below. Round K-9 patch left	sleeve. (Motor Unit) Will read with Officer name on top row and "MOTOR UNIT" below. Motor patch right sleeve. (Traffic Unit) Will read with Officer name on top row and "TRAFFIC UNIT" below. Round Traffic patch left sleeve.
40	
Name Tapes	
69	

8	3 Year Total	
	Annual Total	Items 1-69)
8	AI	(It

Names of other municipal police departments for which the manufacturer has provided uniforms or equipment:

Current inventory list submitted with bid?YESNO	

INSTRUCTIONS TO BIDDERS

ANTI DISCRIMINATION

The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.

APPLICABLE LAW

The Contract pursuant to this solicitation shall be governed by, and the Town and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Connecticut, except as otherwise provided in such Contract or in laws pertaining specifically to the Town. This Contract shall be governed by the laws of the State of Connecticut, and suits pertaining to this contract shall be brought only in federal or state courts in the state of Connecticut.

ASSIGNMENT - DELEGATION

No right or interest in the contract shall be assigned by the Contractor without prior written permission of the Town, and no delegation of any duty of Contractor shall be made without prior written permission of the Town's Purchasing Agent. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

AWARD OF CONTRACT

Award will be made to the lowest responsible qualified bidder.

A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

The Purchasing Agent reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, any individual in default or guilty of misrepresentation. Each bid will be received, with the understanding that the acceptance in writing by the Purchasing Agent of the offer to furnish any or all of the commodities described therein, shall constitute a contract between the Bidder and the Town, which shall bind the Bidder on his part to furnish and deliver the commodities at the prices given and in accordance with conditions of said accepted bid and specifications.

No alterations or variations of the terms of the contract shall be valid or binding upon the Town unless made in writing and signed by the Purchasing Agent. The placing, in the mail to the address given in the bid or delivery of a notice of award to a bidder will constitute notice of acceptance of an offer. When so requested by the Purchasing Agent, the Contractor shall execute a formal contract with the Town for the complete performance specified therein. The contract may be terminated or annulled by the Purchasing Agent upon nonperformance of contract terms or failure of the Contractor to furnish performance surety and/or insurance certificates within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

Failure of a Contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Agent or failure to make replacements of rejected commodities when so requested, immediately or as directed by the Purchasing Agent, will constitute authority for the Purchasing Agent to purchase in the open market, the commodities to replace the commodities rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchased in the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Town for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the Town reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

BEST CUSTOMER PREFERENTIAL PRICING

The contractor shall reduce the contract price of any good or service for which a contract award is executed to an amount equal to or lower than any pricing offered to any other commercial customer or the general public. This reduction in price shall be applied when the goods or services are identical to those contracted for and quantities requested meet any minimum quantity requirements for such pricing.

CERTIFICATION

By signature of the offeror, the offeror certifies:

The submission of the offer did not involve collusion or other anti-competitive practices.

The offeror had not given, offered to give, not intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting Contract and may be subjected to legal remedies by law.

The offeror submitting the offer hereby certifies that the individual signing the offer and/or Contract is an authorized agent for the offeror and has the authority to bind the offeror to the contract.

CLAYTON ACT ASSIGNMENT OF RIGHTS

The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., I5 U.S.C. Section I5, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.

CONTRACT

The contract pursuant to this solicitation shall be based upon the request for bid issued by the Town and the offer submitted by the Contractor in response to the request for bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the request for bid. The Town reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the offer, as determined by the Town Purchasing Agent, shall be deemed nonresponsive and the offer rejected. Such contract shall contain the entire agreement between the Town and the Contractor relating to this requirement and shall previous Agreements, contract, proposals, negotiations, purchase orders or master Agreements in any form.

CONTRACT AMENDMENTS

The contract pursuant to this solicitation shall be modified only by a written contract amendment signed by the Town Purchasing Agent and persons duly authorized to enter into contracts on behalf of the Contractor.

COST OF BID PREPARATION

The Town shall not reimburse the bidder for the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

DELIVERY

All prices bid must be on the basis of F.O.B. destination, inside delivery, unloaded and assembled unless otherwise indicated in the bidding documents. The contractor shall be responsible for all freight cost. It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable O.S.H.A., Federal and State laws and regulations

Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bidding documents. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

Delivery must be made as ordered and in accordance with the bidding documents. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Contractor. Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing cases, bailing or sacks, the containers to remain the property of the Town unless otherwise stated in the bidding documents.

GRATUITIES

The Town may, by written notice to the Contractor, cancel the contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Town amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

INDEMNIFICATION

The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the following indemnification language:

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford and the West Hartford Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

Bodily injury, sickness, disease, or death; and/or

Damage to or destruction of property, real or personal; and/or

Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, Subcontractors or servants of the Town, the Board of Education, or the Contractor, or by the public, which is cause or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or Subcontractors, in the performance of this Agreement or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity shall not be affected by other portions of the Agreement relating to insurance requirements.

• To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the West Hartford Board of Education and the Town of West Hartford, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any loss, claim, cost penalty, fine or damage that may arise out of the failure of the Contractor, its officers, agents, employees or Subcontractors to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies. This undertaking shall not be affected by other portions of the Agreement relating to insurance requirements.

INTERPRETATION OF BIDS

Qualified bids are subject to rejection in whole or in part. A qualified bid is defined as one limiting or modifying any of the terms and conditions and/or specifications of the invitation to bid.

Bidders are cautioned to initial erasures, alterations or corrections. Failure to do so may result in rejection of bids.

Unless limited by the term "no substitute", the use of the name of a manufacturer or of any particular make, model, or brand in describing an item, does not restrict bidders to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article so described; but the article offered must be of such character and quality that it will serve the purpose for which it is to be used, equally as well as that specified, and shall be deemed by the Town to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered, and bidder shall furnish such other information concerning the article being offered as necessary to evaluate its

acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

The Purchasing Agent reserves the right to reject any or all bids, or the bid for any one or more commodities or contracted services included in any or all bids, to waive any informality in bids and unless otherwise specified, to buy any part or the whole from one or more bidders when it is to the Town's best interest to do so.

INTERPRETATION - PAROL EVIDENCE

The contract pursuant to this solicitation is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of such Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under the contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party had knowledge of the nature of this performance and opportunity to object.

LAW OF WAIVER

Any breach of contract which the Town does not object to shall not operate as a waiver of the Town to seek remedies available to it for any subsequent breach.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

PUBLIC RECORD

All proposals submitted in response to this request shall become the property of the Town and shall become a matter of public record available for review subsequent to the award notification.

PROPERTY TAX ASSESSMENT

All owners of real estate, or of tangible personal property located in any town for three months or more during the assessment year immediately preceding any assessment day, who are nonresidents of such town, shall file lists of such real estate and personal property with the assessors of the town in which the same is located on such assessment day, if located in such town for three months or more in such year, otherwise, in the town in which such property is located for the three months or more in such year nearest to such assessment day, under the same provisions as apply to residents, and such personal property shall not be liable to taxation in any other town in this state. The list of each nonresident taxpayer shall contain his post-office and street address. The assessors shall mail to each nonresident, or to his attorney or agent having custody of his taxable property, at least fifteen days before the expiration of the time for filing lists, blank forms for filing lists of such property. The lists of taxable property of nonresidents shall be arranged in alphabetical order and separate from the lists of residents, provided no such separation shall be necessary in any town the board of assessors of which, upon the requests of its property tax collector, has made rules and regulations approved by the secretary of the office of policy and management setting up an alternative method of arrangement.

PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

RELATIONSHIP OF PARTIES .

It is clearly understood that each party shall act in its own individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a Town payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any. The Contractor understands that it is not entitled to compensation in the form of salaries, or to paid vacation or sick days by the Town. The Contractor further understands that the Town shall not provide any insurance coverage to the Contractor, including workmen's compensation coverage.

RIGHTS AND REMEDIES

No provision in these solicitation documents or in the offeror's bid shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deeded a waiver of any right of either party to insist upon the strict performance of the contract.

SEVERABILITY

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the Town's Purchasing Agent. All subcontracts shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

SUBMISSION OF BIDS

Signed bid offers, on this form, must be returned in sealed envelopes addressed to Department of Finance, Division of Purchasing Services, Town Hall, 50 South Main St., West Hartford, CT 06l07 and the envelope must bear the notation that it is a sealed bid, the Bid Number and the vendor's name and address.

Bidders are cautioned to examine the specifications, drawings, samples, etc. pertaining to the bid.

Failure on the part of the bidder to examine all pertinent documents samples, or job areas shall not entitle him to any relief from the conditions imposed in the proposal, the specifications and the contract. Unsigned bids or bids without an original signature will not be accepted. When a bidder desires an interpretation or clarification of any ambiguity in the bidding documents, he must contact the Purchasing Agent prior to bid opening. The Purchasing Agent's interpretation shall be final and will be made known to all bidders concerned.

The bidder shall insert the price per stated unit and the extensions against each item which he proposed to provide. In the event of a discrepancy between the unit price and the extension, the unit price will govern. (If discounts are shown and there is an error in the extension of the total, the discount offered will govern.) If the price bid per unit is based on any unit other than that stated, the bidder shall state the unit on which the unit price is based.

A bid will not be accepted if it, or the Bid Surety if required, is received at the Purchasing Division Office after the stated time of opening as shown on the bid form. This applies to bids sent by mail as well as those hand delivered. Unsigned bids shall be rejected.

Contractors must furnish Bid Surety. Labor & Materials and Performance Bonds when required. Certificates of Insurance may be required and must be furnished by the Contractor prior to any work being performed.

Purchases made by the Town are exempt from Fair Trade Laws as well as the payment of any sales, excise or Federal transportation taxes. Such taxes must not be included in bid prices. Tax exemption certificates, for merchandise accepted by the Town, will be completed at the request of the Contractor furnishing the goods or services.

When samples are requested they shall be delivered by the bidder properly identified at the time of the bid opening unless the bidding documents indicates a different time. Samples shall be submitted free of charge. Samples will be removed by the bidder at his expense. The Town will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the Vendor, they shall be considered as abandoned and the Town shall have the right to dispose of them as its own property. The Purchasing Agent may, at his discretion, hold the sample or samples of the successful bidder or bidders, for comparison with articles delivered on the Purchase Order, or orders issued subsequent to the award.

SUBMISSION OF INVOICES

The following provisions regarding submission of invoices are an integral part of these bidding documents, and as such, will create a contractual obligation on the part of the awarded vendor. Failure to comply with these contractual requirements may result in a breach of contract:

All invoices submitted to the Town of West Hartford for goods or services shall contain the following minimum information:

- Town Order Number
- Complete description of goods or services rendered.
- Agency and name of individual requesting goods or rendering of services.
- Date of delivery of goods or rendering of services.
- Complete price information including gross amount, discount if applicable, net amount and itemization of labor charges if applicable.
- Additional information as may be required by contract.

All invoices must be forwarded to the Town department to whom goods or services were rendered.

TOXIC SUBSTANCES

In accordance with section 31-40 of the General statutes of Connecticut any person who supplies any toxic substance as defined in 31-40 shall provide the following information:

- 1) The generic or basic chemical name of the toxic substance;
- 2) the level at which exposure to the substance is determined to be hazardous. If known;
- 3) the acute and chronic effects of exposure of hazardous levels;
- 4) the symptoms of such effects;
- 5) appropriate emergency treatment;
- 6) proper conditions for safe use and exposure to such toxic substance;
- 7) procedures for cleanup of leaks and spills of such toxic substance; and
- 8) a label on each container of any such substance which states, in a clearly legible and conspicuous form, that a toxic substance is contained therein.

This information shall be disclosed at the time of the bid opening and chemical data sheets will also be required if the products meet the toxic substance criteria.

VENDOR WARRANTY

Vendor hereby agrees to:

- a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
- b. Warranty the products or services against defective material or workmanship and to repair or replace any damage or marring of products occasioned in transit.
- c. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
- d. Indemnify and hold harmless the Town, its agencies, agents, offices, servants or employees from any action, law suit or judgment arising out of defects in its products, materials or workmanship, negligence in its activities or breach of its agreement with the Town, including the cost of defense and counsel fees.

Articles which in any respect fail to conform with the specifications upon which the award is made will be rejected and held subject to the Bidder's disposition and expense.

WEST HARTFORD TOWN HALL DIRECTIONS

FROM THE WATERBURY AREA

- 1. Exit 43 (Park Road)
- 2. Take a left on to Park Road
- 3. Take a right at the traffic light (Raymond Road)
- 4. Go straight through traffic light (Boulevard)The Town Hall parking lot is on your left

FROM THE BOSTON AREA

- 1. Exit 43 (Park Road)
- 5. Take a left on to Park Road
- 6. Take a right at the traffic light (Raymond Road)
- 7. Go straight through traffic light (Boulevard)
 The Town Hall parking lot is on your left